



BRYCE YOKOMIZO
Director

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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Board of Supervisors
GLORIA MOLINA
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YVONNE B. BURKE
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MICHAEL D. ANTONOVICH
Fifth District

December 14, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE AGREEMENT
WITH THE LOS ANGELES HOMELESS SERVICES AUTHORITY FOR THE
CONTINUATION AND AUGMENTATION OF SERVICES TO HOMELESS CalWORKs
PARTICIPANTS
(ALL DISTRICTS - 3 VOTES)**

**JOINT RECOMMENDATION WITH DIRECTOR OF THE DEPARTMENT OF MENTAL
HEALTH THAT YOUR BOARD:**

1. Approve and instruct the Chairman to sign the attached sole source Contract (Attachment A) with the Los Angeles Homeless Services Authority (LAHSA), commencing December 15, 2004 or the day after Board approval, whichever is later, through June 30, 2005, with two one-year extension options to extend the Contract through June 2007, for the provision of services to homeless CalWORKs participants. The maximum contract sum is \$1,151,119. The maximum annual contract sum for each of the two one-year period extensions is \$1.9 million. The cost of the Contract is fully funded by CalWORKs Single Allocation. There is no additional net County Cost (NCC) after the required CalWORKs Maintenance of Effort (MOE) is met.
2. Delegate authority to the Director of the Department of Public Social Services (DPSS), to prepare and sign amendments to this contract, in accordance with the terms of the contract, to effect up to two one-year renewals, not to exceed \$1.9 million per year. The approval of the Chief Administrative Office (CAO) and County Counsel will be obtained prior to executing such amendments, and the Director will notify the Board and the CAO in writing within ten business days after execution.

"To Enrich Lives Through Effective And Caring Service"

3. Delegate authority to the Director, DPSS, to prepare and sign amendments to the Contract for any decrease or increase, of no more than ten percent of the total contract amount, when the change is necessitated by additional and necessary services that are required in order for the contractor to comply with changes in federal, State, or County requirements, following review and approval by County Counsel and the CAO.
4. Delegate authority to the Director of the Department of Mental Health (DMH) or his designee to prepare, and execute amendments substantially similar to the attached sample amendment, Attachment B, with the five Legal Entities as described in Attachment C, for the provision of outreach, clinical assessment, intensive case management and linkage to direct treatment services to CalWORKs homeless participants effective December 15, 2004, or the day after Board approval, whichever is later, through June 30, 2005, at an estimated cost of \$900,000 fully funded with CalWORKs Single Allocation. There is no NCC impact.
5. Delegate authority to the Director, DMH, or his designee to prepare and execute future amendments to these Legal Entity Agreements and establish as a new Maximum Contract Amount (MCA) the aggregate of the original Agreement and all amendments through and including this amendment provided that: (a) the County's total payments to contractor under each Agreement for each fiscal year shall not exceed an increase of 20 percent from the applicable Maximum Contract Amount; (b) any such increase shall be used to provide additional services or to reflect program and/or policy changes; (c) contingent upon availability of funding; and (d) the parties may, by written amendments, mutually agree to reduce programs or services without reference to the 20 percent limitation. The approval of County Counsel and the CAO will be obtained prior to executing such amendments and the Director of DMH will notify the Board and the CAO in writing within 30 days after execution.
6. Approve interim ordinance authority for DMH, pursuant to County Code Section 6.06.020, for 10 positions (9.0 Full-Time Equivalents, as detailed on Attachment D, to enable DMH to provide additional CalWORKs mental health supportive services to homeless CalWORKs participants; and authorize DMH to fill the positions. The cost of these positions is fully funded by CalWORKs Single Allocation. There is no NCC impact.
7. Approve appropriation adjustment for DMH FY 2004-05 Adopted Budget (Attachment E) in the amount of \$1,291,778, fully funded by one-time CalWORKs Single Allocation funds. There is no NCC impact.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to obtain your Board's approval to enter into a Contract with LAHSA for seven months, with an option to extend the contract beyond the expiration date, for up to two one-year periods to continue the two homeless projects in Supervisorial Districts I and V; add a project in each of Supervisorial Districts II, III, IV, and V, for a total of six projects; and expand the service population from 40 families to up to 350 families. To provide for the expanded services, this Contract will supercede and replace Contract #74180 with LAHSA.

DMH and DPSS will enter into a Memorandum of Understanding for seven months to continue the two CalWORKs Homeless Families Projects in Supervisorial Districts I and V; add a project in each Supervisorial Districts II, III, IV and V, for a total of six projects; and expand the service population from 40 families to up to 350 families.

On September 16, 2003, your Board authorized DPSS, DMH and LAHSA to conduct two small projects in the Skid Row and San Gabriel Valley, to help a total of 40 families find permanent housing. The projects began in October 2003 and are targeted to end December 31, 2004. To date, all 40 families have been enrolled and all are off the streets. Fifteen (15) have found permanent housing, 21 are in transitional housing, and 4 are in emergency housing. The families have completed Section 8 applications and are participating in meetings to prepare them for permanent housing and assist them in building a foundation to become self-sufficient and avoid future homelessness.

Without approval of the recommended actions, services to the homeless CalWORKs families will not continue in Supervisorial Districts I and V and will not be expanded to include Supervisorial Districts II, III, IV & V for a total of six projects.

DMH has contracted with the California Institute of Mental Health (CIMH) for the projects' evaluation study. Evaluation results are due in late December 2004. Based on the demonstrated success of the existing projects, expanding the pilot projects seems to be potentially viable countywide.

Once the CIMH evaluation is completed, and contingent upon available funding, DPSS and DMH will return to your Board with recommended actions regarding service design changes (if any) and further expansion.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #5: Children and Families' Well-Being: to improve the well-being of children and families

in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well being; safety and survival; social and emotional well-being; and education/workforce readiness.

FISCAL IMPACT/FINANCING

The maximum contract sum of the contract with LAHSA is \$1,151,119 fully funded with CalWORKs Single Allocation. There is no additional NCC after the required CalWORKs MOE is met. Funding for this contract is included in the FY 2004-05 Adopted Budget.

The maximum annual contract sum for each of the two one-year period extensions, if exercised, is \$1.9 million and will be included in DPSS' budget request.

For DMH, the appropriation adjustment in the amount of \$1,291,778, fully funded by DPSS, will provide mental health services for the CalWORKs Homeless Families Projects for the remaining seven-months of FY 2004-05. This amount includes \$367,000 for the pro-rated cost of 10 positions (9.0 FTEs), \$25,000 in flexible funds for client supportive services and

\$900,000 for the augmentation of five contracts. Budget details are provided in Attachment C and position details are provided in Attachment D.

In addition, because of a cutback in Section 8 rental assistance vouchers issued by the Department of Housing and Urban Development (HUD), DPSS plans to issue a rent subsidy of up to \$250 for four months to approximately 300 families who will not receive Section 8 vouchers from HUD, for an estimated cost of \$300,000 for FY 2004-2005. Hiring authority is through June 30, 2005, unless extended by additional action.

The total FY 2004-05 Countywide expansion cost is estimated at \$2,742,897 fully funded by CalWORKs Single Allocation. Funding is included in the FY 2004-05 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The purpose of the projects is to connect homeless CalWORKs families with public benefits, mental health services, and to assist them in finding permanent housing. The families must be aided on CalWORKs, and the adults on the case must be aided/time-limited, and employed or participating in Welfare-to-Work activities (to qualify for Single Allocation funding). LAHSA's role is to assist families in the project by providing transportation, crisis intervention referrals emergency shelter, transitional housing, emergency supplies (diapers, hygiene projects, infant items, clothing), and permanent housing resources.

DPSS' role is to take CalWORKs applications and connect families with public benefits, including welfare-to-work services. Through the existing Moving Assistance program, DPSS will also provide up to \$2,000 to assist the families with move-in costs (security deposit, utility turn-on fees, purchase of stove and/or refrigerator) for moving to permanent housing. In addition, DPSS will also issue a rental subsidy of up to \$250 for four months.

DMH and its contracted providers have lead responsibility for conducting clinical assessments for CalWORKs participants to determine whether they meet the criteria for admission into the projects. They also provide ongoing mental health treatment, intensive case management and assistance to help families locate permanent housing. A multi-disciplinary team of all LAHSA, DPSS, and DMH case managers meet periodically to assess each family's situation, progress, and determine next needed steps.

In order to provide extensive mental health services to the CalWORKs Homeless Families participants effectively, DMH has selected the mental health contractors (Attachment C) who have the ability to deliver comprehensive, family focused mental health services to these participants in their target communities. Services will include assessment, intensive case management, outreach and linkages to treatment providers as well enhancing client and family linkages to existing community resources.

This contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations. The contract includes a provision that allows automatic termination in the event sufficient funds are not available. LAHSA's performance will be monitored to ensure that its quality of service continues to meet the contract requirements that were achieved in the previous contract.

The proposed actions have been reviewed and approved by County Counsel, the Chief Administrative Office, DPSS' Director and Program and Fiscal Administrators and DMH's Director and Program, Fiscal and Human Resources Administrations.

CONTRACTING PROCESS

This sole source contract will be procured in accordance with Title 45, Code of Federal Regulations, Part 74, and California Department of Social Services Regulation 23-650.1.12, which allows for non-competitive contracting with public agencies.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the recommended contract is not being awarded under the provisions of Chapter 2.121 of the County Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project and this Agreement will help homeless CalWORKs families to access public benefits, welfare-to-work services, specialized supportive services, and permanent housing, and will also assist them to achieve self-sufficiency. The Agreement will not infringe on the rights of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return two (2) adopted stamped Board Letters, one to DPSS and one to DMH, and three (3) original signed copies of the Contract to DPSS.

Respectfully submitted,



BRYCE YOKOMIZO
DIRECTOR, DPSS



MARVIN J. SOUTHARD, D.S.W.
DIRECTOR, DMH

BY/MS:bf

Attachments (5)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

CONTRACT NO. DMH-

AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this _____ day of _____, 2004, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No. _____, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year 2004-2005 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2004-2005, County and Contractor intend to amend Agreement to add Department of Public Social Services (DPSS) California Work Opportunity and Responsibilities to Kids (CalWORKS) Act funds in the amount of \$180,000 to the Maximum Contract Amount (MCA) to fund DPSS CalWORKs Community Outreach Services; and

WHEREAS, for Fiscal Year 2004-2005 the revised MCA will be \$_____.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph B (Reimbursement for Initial Period) shall be deleted in its entirety and the following substituted therefor:

- “B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____ DOLLARS (\$ _____) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 57 (NOTICES).”
2. Financial Summary – ____ for Fiscal Year 2004-2005 shall be deleted in its entirety and replaced with Financial Summary – _ for Fiscal Year 2004-2005, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary – _____ for Fiscal Year 2004-2005 shall be deemed amended to state “Financial Summary – _____ for Fiscal Year 2004-2005.”
3. Contractor shall provide services in accordance with the Contractor's Fiscal Year ____ Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.
4. Except as provided in this Amendment, all other terms and conditions of the

Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

CONTRACTOR

By _____

Name _____

Title _____

(AFFIX CORPORATE SEAL
HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

ER: CalWORKs (11-30-04)

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
EMERGENCY OUTREACH BUREAU
HOMELESS CAIWOKS FAMILIES PROJECTS
MENTAL HEALTH CONTRACT PROVIDERS
FISCAL YEAR 2004/05

LEGAL ENTITY	LEGAL ENTITY NO.	ADDRESS WHERE SERVICES TO BE PROVIDED	SUPVRSL DISTRICT	SERVICE PLANNING AREA	TERM OF ORIGINAL CONTRACT	CURRENT MAXIMUM CONTRACT AMOUNT	*AMENDMENT AMOUNT	REVISED MAXIMUM CONTRACT AMOUNT	SERVICES TO BE PROVIDED
ENKI Health and Research Systems, Inc	00188	535 S. Second Avenue Covina, CA 91723	5	3	7/1/2004 – 6/30/2006	\$20,950,661	\$180,000	\$21,130,661	Provide extensive outreach efforts, clinical assessment, housing assistance, maintain participants engagement in the Homeless Projects, intensive case management services, linkage to direct treatment services and referrals to community resources.
Pacific Clinics	00203	11721-A Telegraph Rd. Santa Fe Springs, CA 90670	4	7	7/1/2004 – 6/30/2006	\$49,286,060	\$180,000	\$49,466,060	Provide extensive outreach efforts, clinical assessment, housing assistance, maintain participants engagement in the Homeless Projects, intensive case management services, linkage to direct treatment services and referrals to community resources.
Prototypes	00838	11100 Valley Blvd. Suite 116 El Monte, CA 91731	5	3	7/1/2004 – 6/30/2007	\$2,837,870	\$180,000	\$3,017,870	Provide extensive outreach efforts, clinical assessment, housing assistance, maintain participants engagement in the Homeless Projects, intensive case management services, linkage to direct treatment services and referrals to community resources.
San Fernando Valley Community Mental Health Center, Inc.	00208	14545 Sherman Circle Van Nuys, CA 91405	3	2	7/1/2004 – 6/30/2007	\$19,769,356	\$180,000	\$19,949,356	Provide extensive outreach efforts, clinical assessment, housing assistance, maintain participants engagement in the Homeless Projects, intensive case management services, linkage to direct treatment services and referrals to community resources.
SHIELDS for Families Project, Inc.	00558	12714 South Avalon Blvd., #109 Los Angeles, CA 90061	2	6	7/1/2004 – 6/30/2005	\$5,194,510	\$180,000	\$5,374,510	Provide extensive outreach efforts, clinical assessment, housing assistance, maintain participants engagement in the Homeless Projects, intensive case management services, linkage to direct treatment services and referrals to community resources.
TOTAL							\$900,000		

*50% for Mental Health Services
50% for Community Outreach Services

Note: Each of the above providers will provide services for one project site. For the sixth project site, which is in Supervisorial District I, services will be provided by DMH staff at the Downtown Mental Health Center.

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

EMERGENCY OUTREACH BUREAU

HOMELESS CalWORKs FAMILIES PROJECTS

FISCAL YEAR 2004/05

ITEM NO.	ITEM SUB.	POSITION	ORDINANCE	MONTHS/HOURS	FTE
8712	A	Sr. Community MH Psychologist	1.0	12	1.0
8149	A	MH Services Coordinator II	1.0	12	1.0
0889	A	Administrative Assistant III	1.0	12	1.0
2096	A	Secretary III	1.0	12	1.0
8243	F	Student Professional Worker	1.0	2,088	0
9035	A	Psychiatric Social Worker II	3.0	36	3.0
9002	A	Medical Case Worker II	1.0	12	1.0
9193	A	Patient Financial Services Worker	1.0	12	1.0
TOTAL			10		9.0

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF MENTAL HEALTH

DEPT'S.
NO. 435

19

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

3-VOTES

SOURCE:

Department of Mental Health
Intrafund Transfer
A01-MH-20500-6800
\$1,292,000

USE:

Department of Mental Health
Salaries & Employee Benefits
A01-MH-20500-1000
\$367,000

Department of Mental Health
Services & Supplies
A01-MH-20500-2000
\$925,000

This appropriation adjustment in the amount of \$1,292,000 is requested to increase the appropriation for Salaries & Employee Benefits (S&EB), \$367,000, and Services and Supplies (S&S), \$925,000 for FY 2004-05. The increase in appropriation, fully funded by one-time CalWORKs Single Allocation funds, will enable the Department of Mental Health to implement the CalWORKs Homeless Families Projects. There is no increase in net County cost.


MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR —

ACTION

RECOMMENDATION

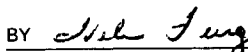
APPROVED AS REQUESTED

AS REVISED

AUDITOR-CONTROLLER

NO. 205

BY


DEC. 1 2004

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

BY

DEPUTY COUNTY CLERK

SEND 5 COPIES TO THE AUDITOR-CONTROLLER



**CONTRACT BETWEEN
COUNTY OF LOS ANGELES**

AND

**LOS ANGELES HOMELESS SERVICES
AUTHORITY**

Prepared by
Department of Public Social Services
CalWORKs Division
12820 Crossroads Parkway South
City of Industry, California 91746-3411

December 2004



CONTRACT BETWEEN COUNTY OF LOS ANGELES

AND

LOS ANGELES HOMELESS SERVICES AUTHORITY

Prepared by
Department of Public Social Services
CalWORKs Division
12820 Crossroads Parkway South
City of Industry, California 91746-3411

December 2004

TABLE OF CONTENTS

<u>SECTION/PARAGRAPH</u>	<u>PAGE NO.</u>
Recitals	1
I. Previous Contract.....	1
II. Applicable Documents.....	1
III. Term of Contract	2
IV. Interpretation	2
V. Contract Payment	4
VI. Invoicing	4
VII. Advances and Settlements	5
VIII. Further Terms and Conditions	6
1. Assurance of Compliance with Civil Rights Laws	6
2. Audit Settlement	7
3. Authorization Warranty	7
4. Budget Reductions	7
5. Changes and Amendments of Terms	7
6. Child/Elder Abuse/Fraud Reporting	8
7. Complaints	9
8. Compliance With Jury Service Program	9
9. Compliance With Laws	10
10. Confidentiality	11
11. Conflict of Interest	11
12. Consideration of Hiring County Employees Targeted for Layoffs	12
13. Consideration of Hiring GAIN and GROW Program Participants for Employment	12
14. Contract Termination Transition	13
15. Contractor's Acknowledgment of County's Commitment To Child Support Enforcement	13
16. Contractor's Warranty of Adherence to County's Child Support Compliance Program	13
17. Contractor Responsibility and Debarment	14
18. Certification Regarding Debarment	15
19. County Lobbyists	15
20. County's Quality Assurance Plan	15
21. Covenant Against Fees	16
22. Criminal Clearances	16
23. Delegation and Assignment of Duties	16
24. Disclosure of Information	17
25. Employment Eligibility Verification	17
26. Fiscal Accountability	17
27. Force Majeure	17
28. Governing Law, Jurisdiction and Venue	17
29. Indemnification	18
30. Independent Contractor Status.....	18
31. General Insurance Requirements	17
32. Limitation of County's Obligation Due to Non-Appropriation of Funds	21

TABLE OF CONTENTS

<u>SECTION/PARAGRAPH</u>	<u>PAGE NO.</u>
33. Nondiscrimination and Affirmative Action in Employment.....	22
34. No Payment for Services Provided Following Termination.....	23
35. Notice to Employees Regarding The Federal Earned Income Tax Credit	23
36. Notices	23
37. Ownership of Equipment	24
38. Performance Requirements.....	25
39. Proprietary Rights.....	25
40. Record Retention and Inspection	25
41. Recycled Bond Paper.....	26
42. Rules and Regulations	26
43. Safely Surrendered Baby Law	26
44. Subcontracting	26
45. Termination for Breach of Warranty To Maintain Compliance With County's Child Support Compliance Program	27
46. Termination for Convenience of County	28
47. Termination For Contractor's Default	29
48. Termination for Improper Consideration.....	29
49. Termination for Non-Appropriation of Funds	30
50. Timely Completion.....	30
51. Validity.....	30
52. Waiver	30
53. Warranty.....	30
Signatures	31
Attachment A Statement of Work and Technical Exhibits	32
Attachment B Los Angeles Homeless Services Authority Budget	65
Attachment C Contractor Invoice Format.....	71
Attachment D Monthly Management Report Format	73
Attachment E Bidder's/Offeror's EEO Certification and Bidder's/Offeror's Nondiscrimination In Services Certification	77
Attachment F Civil Rights Resolution Agreement Requirements	80
Attachment G Contractor Employee Acknowledgment and Confidentiality Agreement	82
Attachment H Grounds For Rejections	86
Attachment I Internal Revenue Notice 1015.....	88
Attachment J Safely Surrendered Baby Fact Sheet.....	90

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

LOS ANGELES HOMELESS SERVICES AUTHORITY

This Contract is made and entered into this _____ day of _____ 2004, by and between the County of Los Angeles (hereinafter "COUNTY") and Los Angeles Homeless Services Authority, (hereinafter "CONTRACTOR").

WHEREAS, CONTRACTOR is a local government agency and is qualified to provide emergency assistance intermediary services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services, and,

WHEREAS, COUNTY finds it necessary to secure such professional services; and

WHEREAS, COUNTY has determined that it is feasible to obtain such services by this Agreement; and

WHEREAS, CONTRACTOR has agreed to provide COUNTY with such services and based upon non-competitive negotiations under the Title 45 Code of Federal Regulations, Part 74 (Administration of Grants) and State Department of Social Services regulations Chapter 23-650, CONTRACTOR has been selected for recommendation for award of this Agreement; and

WHEREAS, this Agreement is further authorized by California Government Code Sections 26227 and 31000 and Welfare and Institutions Code, Section 11320 et seq.

NOW, THEREFORE, the parties hereto agree as follows:

I. PREVIOUS CONTRACT

Effective December 15, 2004, or the day following Board of Supervisors' approval, whichever is later, this Contract will supercede and replace Contract #74180, between the parties for the two pilot projects that provide supportive services and assist homeless CalWORKs families in the Skid Row and San Gabriel Valley areas find permanent housing.

II. APPLICABLE DOCUMENTS

1. Attachments A, B, C, D, E, F, G, H, I, and J as set forth below, are attached to and form a part of this Contract.
2. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service or schedule, between the body of this Contract and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

- 2.1 Attachment A - Statement of Work and Technical Exhibits
 - 2.2 Attachment B - Los Angeles Homeless Services Authority Budget
 - 2.3 Attachment C - Contractor Invoice Format
 - 2.4 Attachment D - Monthly Management Report Format
 - 2.5 Attachment E - Bidder's/Offeror's EEO Certification
and Bidder's/Offeror's Nondiscrimination in Services Certification
 - 2.6 Attachment F - Civil Rights Resolution Agreement Requirements
 - 2.7 Attachment G - Contractor's Employee Acknowledgment and
Confidentiality Agreement
 - 2.8 Attachment H - Grounds for Rejection
 - 2.9 Attachment I - Internal Revenue Notice 1015
 - 2.10 Attachment J - Safely Surrendered Baby Law
3. This contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

III. TERM OF CONTRACT

The term of this contract shall commence December 15, 2004 or the day following Board of Supervisors' approval, whichever is later, and shall continue through June 30, 2005.

The term of this contract may be extended beyond the stated expiration date, for up to two one-year periods, to be exercised by written notice by the Director to CONTRACTOR, prior to the expiration date, after Chief Administrative Office approval, subject to available funding.

IV. INTERPRETATION

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1. Agency Senior Executive:

The individual designated in Section VIII, Paragraph 36.3.1. to receive official notices on behalf of the CONTRACTOR.

2. Board of Supervisors

The Board of Supervisors is the governing body of the County of Los Angeles.

3. Business Days

Business days are Monday through Friday, excluding COUNTY holidays.

4. Contractor Hearing Board

The County Board which adjudicates evidentiary hearings on the malfeasance of contractors when the contracting County Department moves to debar the contractor from retaining a current contract or bidding on future contracts.

5. Contractor

The governmental agency or non-profit corporation which has entered into a contract with the COUNTY to perform or execute the work specified in this Contract.

6. Contract Manager

The individual designated by CONTRACTOR to administer the contract operations after the contract award.

7. County Contract Administrator (CCA)

The person designated by the COUNTY to administer the contract on a daily basis.

8. Department of Public Social Services (DPSS)

COUNTY department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County. This Department is required by CDSS to provide services which assist participants of CalWORKs to qualify for, locate and retain appropriate unsubsidized employment through the CalWORKs Program.

9. Director

The Director of the DPSS, County of Los Angeles, or his/her Authorized Representative(s).

10. Fiscal Year (FY)

COUNTY Fiscal Year which commences on July 1 and ends the following June 30.

11. Subcontractor

An individual or business firm contracted to perform all or part of the work defined in Attachment A, Statement of Work.

V. CONTRACT PAYMENT

The maximum amount of the contract for the Homeless CalWORKs Families Projects is one million one hundred fifty-one thousand one hundred nineteen dollars (\$1,151,119).

The maximum amount payable under this contract, for each of the two one-year periods, shall not exceed one million nine hundred thousand dollars (\$1,900,000), hereinafter referred to as maximum annual contract sum.

1. Operational/Administrative Costs

From December 15, 2004 through June 30, 2005, COUNTY shall reimburse CONTRACTOR's actual costs for the Homeless CalWORKs Families Projects at an amount not to exceed one million one hundred fifty-one thousand one hundred nineteen dollars (\$1,151,119). Of this amount, CONTRACTOR will use up to five hundred forty three thousand four hundred thirteen dollars (\$543,413) for administrative costs, one hundred sixty-six thousand seven hundred six dollars (\$166,706) to pay for rental of vans for transporting families, crisis intervention, emergency shelter, transitional housing, and resources for locating permanent housing. Up to four hundred forty-one thousand dollars (\$441,000) will be for direct services including emergency shelter vouchers, bus tokens, and supplies (e.g., diapers, hygiene projects, infant items, clothing). CONTRACTOR'S total expenses for program administration and direct services shall not exceed one million one hundred fifty-one thousand one hundred nineteen dollars (\$1,151,119), as shown in Attachment B, Los Angeles Homeless Services Authority Budget.

2. Payments

If this Contract is terminated for convenience of COUNTY, per Section VIII, Paragraph 46.1, TERMINATION FOR CONVENIENCE OF COUNTY, or a new contract does not continue the services of this contract beyond June 30, 2005, CONTRACTOR shall not perform work after termination date of contract and COUNTY shall not be responsible for payment.

VI. INVOICING

1. From December 15, 2004 through June 30, 2005, CONTRACTOR shall invoice COUNTY for service rendered pursuant to Section 5.0, Statement of Work. COUNTY shall pay CONTRACTOR for the services pursuant to Section V, Paragraphs 1. and 2., above.
2. CONTRACTOR shall invoice the COUNTY on a monthly basis, by the 20th day of each month for the previous month's costs of actual services rendered, using an invoice similar to that shown as Attachment C, Homeless CalWORKs Families Homeless Projects Monthly Invoice and Attachment D, Homeless CalWORKs Families Homeless Projects Monthly Management Report. The invoice shall specify the actual administrative and direct services costs, including motel/hotel housing vouchers, bus tokens and/or client supplies.

3. CONTRACTOR shall submit an original and one copy of the invoice, back-up documents and the Monthly Management Report to:
Barbara Fortson, County Contract Administrator
Department of Public Social Services
CalWORKs Division
12820 Crossroads Parkway South
City of Industry, CA 91746-3411
4. After CONTRACTOR submits its final invoice, including any adjustments for prior months, if COUNTY determines that CONTRACTOR has been underpaid, COUNTY shall pay CONTRACTOR's approved final invoice within 30 calendar days of receipt of invoice and determination funds owed to CONTRACTOR. If COUNTY determines that CONTRACTOR has been overpaid, CONTRACTOR shall pay COUNTY within 30 days of receipt of invoice. If CONTRACTOR does not agree on the amount owed, COUNTY and CONTRACTOR shall meet within 10 calendar days and resolve the disagreement.
5. The final invoice shall be due no later than July 15, 2005. COUNTY shall not be liable for final invoice received more than twenty (20) calendar days following final invoice due date.
6. Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of CONTRACTOR's performance, under the contract, except for any claims specifically described in detail in such release.
7. COUNTY shall have no requirement for payment other than as set forth in this contract.

VI. ADVANCES AND SETTLEMENTS

It is the intent of COUNTY to provide CONTRACTOR advance funds to enable CONTRACTOR to make payments, and to cover CONTRACTOR'S operational/administrative services.

1. CONTRACTOR shall submit an invoice for an advance payment not to exceed one-seventh of the contract amount (\$1,151,119). COUNTY shall provide CONTRACTOR with advance funds for both operational/administrative services and payments in an amount not to exceed one hundred sixty-four thousand four hundred forty-six dollars (\$164,446).
2. COUNTY shall process the invoices, reconcile the advances and provide CONTRACTOR with funds to replenish the advance payment in order to ensure that the funds maintained on hand are equivalent to one hundred sixty-four thousand four hundred forty-six dollars (\$164,446). The last advance payment request shall be made on the May 20, 2005 invoice.
3. COUNTY shall recoup all advances by June 30, 2005, by offsetting the advances from the CONTRACTOR's invoices. COUNTY shall provide

CONTRACTOR with a notice of the recovery process providing the details of the recovery and the dates that all invoices must be submitted. If any additional recouping is necessary, CONTRACTOR shall pay COUNTY by cash payment within three (3) calendar days of the final determination by COUNTY of the amount of the payment.

4. At the end of the Contract, COUNTY shall recoup all advances by offsetting the advances from CONTRACTOR's final two months services' invoices. If any additional recouping is necessary, CONTRACTOR shall pay COUNTY by cash payment within thirty (30) calendar days of the final determination by COUNTY of the amount of payment. All advances each Fiscal Year must be recouped by June 30.

VIII. FURTHER TERMS AND CONDITIONS

1. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

- 1.1 CONTRACTOR shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135, California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. CONTRACTOR shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination in Services Certification", Attachment E, herein.
- 1.2 A Resolution Agreement between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment F herein and as directed by DPSS.
- 1.3 COUNTY will provide civil rights complaint forms, PA 607, to CONTRACTOR for use by CalWORKs participants in reporting civil rights complaints.
- 1.4 All civil rights complaints shall be sent directly to:

County of Los Angeles
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746-3411
Attention: Civil Rights and Language Services

1.5 CONTRACTOR shall, upon receipt of notice from COUNTY, withhold all CalWORKs referrals to any provider who is deemed to be acting in a discriminatory manner.

2. AUDIT SETTLEMENT

If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY'S dollar liability for such services is less than payments made by COUNTY to CONTRACTOR then CONTRACTOR shall repay the difference to COUNTY by cash payment within thirty (30) days of the final audit report to the Board of Supervisors. If such audit finds that COUNTY'S dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY provided that in no event shall COUNTY'S maximum obligation under this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

COUNTY will notify CONTRACTOR of any audit dispute and permit CONTRACTOR to participate in any response. Nothing in this section constitutes a waiver of CONTRACTOR'S rights and remedies.

3. AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

4. BUDGET REDUCTIONS

In the event that COUNTY'S Board of Supervisors reaffirms or adopts in any Fiscal Year a County Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year services provided by CONTRACTOR under this Contract. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract. This paragraph 4. shall not be applied retroactively.

5. CHANGES AND AMENDMENTS OF TERMS

The Parties may change through negotiation any portion of the work required under this Contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 5.1 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the COUNTY Contract Administrator and CONTRACTOR'S Contract Manager.
- 5.2 For any revision which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and CONTRACTOR except as provided in Paragraph 5.3 herein below.
- 5.3 Director may prepare and sign amendments to this Contract without further action by the Board of Supervisors under the following conditions:
 - 5.3.1 Amendments shall be in compliance with applicable County, State, and federal regulations.
 - 5.3.2 Any increase in any specific administrative fees established under Section V, Contract Payment, shall not exceed fifteen percent (15%) annually and must be fully financed by State and federal funds. Any negotiated Contract augmentations shall be for additional units of services or for additional and necessary services that are required in order for CONTRACTOR to comply with changes in federal, State or COUNTY requirements.
 - 5.3.3 The County Board of Supervisors and the State of California have appropriated sufficient funds.
 - 5.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or his designee for an amendment of this Contract.

6. CHILD/ELDER ABUSE/FRAUD REPORTING

- 6.1 CONTRACTOR staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.
- 6.2 Child Abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days.
- 6.3 CONTRACTOR staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical

abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

- 6.4 CONTRACTOR staff working on this Contract shall also immediately report all suspected fraud situations to COUNTY.

7. COMPLAINTS

CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within fifteen (15) business days after Contract effective date, CONTRACTOR shall provide to COUNTY a written CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 7.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.
- 7.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit to COUNTY the revised written plan within five (5) business days.
- 7.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.

8. COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") and codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. (2/26/02 BOS adopted Ordinance Chapter 2.203, Amended 6/11/02.)

- 8.1 Unless CONTRACTOR has demonstrated to the County's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service.

- 8.2 For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY; or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 8.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- 8.4 CONTRACTOR's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

9. COMPLIANCE WITH LAWS

- 9.1 CONTRACTOR agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives and all provisions required thereby to be included herein, are hereby incorporated by reference. These shall include, but are not limited to:

- 9.1.1. Social Security Act
- 9.1.2 California Welfare and Institutions Code
- 9.1.3 State Energy and Efficiency Plan (*Title 24, California Administrative Code*)
- 9.1.4 California Department of Social Services (CDSS) Manual of Policies and Procedures
- 9.1.5 Clean Air Act (*Section 306, 42 USC 1857 (h)*)
- 9.1.6. Clean Water Act (*Section 508, 33 USC 1368*)
- 10
- 9.1.7 Executive Order 11738 and Environmental Protection Agency Regulations (*40 CFR Part 15*)
- 9.2 If CONTRACTOR is required to maintain any licenses to perform the services under this Contract, CONTRACTOR shall maintain such licenses on file.
- 9.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from an intentional or unintentional violation on the part of the CONTRACTOR of such laws, rules, regulations and ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, and nondiscrimination.

10. CONFIDENTIALITY

- 10.1 CONTRACTOR shall maintain the confidentiality of all records and information, including but not limited to billings, COUNTY records and client records and information, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract. As a condition of employment, all employees of CONTRACTOR providing services hereunder shall sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement," Attachment G hereunder.
- 10.2 Under applicable law, including without limitation (California Welfare and Institutions Code Sections 10850 et seq. and 17006), all of the welfare case records and information pertaining to individuals receiving aid are confidential and *no information related to any individual welfare case records or welfare cases shall be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated.*

11. CONFLICT OF INTEREST

- 11.1 CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of this Contract, or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein, or does or shall have any direct or indirect financial interest in this Contract. CONTRACTOR shall sign and submit to DPSS the Grounds for Rejection form (Attachment H).
- 11.2 CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Section 2.180.010, "Certain Contracts Prohibited", and represents that its execution of this Contract is not in violation of those provisions.
- 11.3 CONTRACTOR employees on public assistance shall not access or attempt to access their own public assistance records. Further, all employees performing services hereunder, including those on public assistance shall sign a Contractor Employee Acknowledgment and Confidentiality Agreement (Attachment G) agreeing thereby that he/she will not, except in the ordinary course of the performance of his/her official duties, access the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

12. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this Agreement.

13. CONSIDERATION OF HIRING GAIN AND GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, to perform the services set forth herein, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work Program (GROW) who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

14. CONTRACT TERMINATION TRANSITION

14.1 Two months prior (or shorter time period if determined by COUNTY) to termination or expiration of this Contract, CONTRACTOR shall allow COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly transition of CONTRACTOR'S current operation without additional costs to the COUNTY. This transition shall include any and all specific tasks and standards required of the CONTRACTOR pursuant to Attachment A, Statement of Work and Technical Exhibits, of this Contract.

14.2 CONTRACTOR shall provide assistance for an orderly transition of the work back to COUNTY or another CONTRACTOR by the provision of personnel, plans and training. During this transition period CONTRACTOR shall continue to process work timely/accurately so that the operation is current at the termination or expiration of this Contract.

15. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of business. COUNTY'S District Attorney will supply CONTRACTOR with the poster to be used.

16. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

17. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 17.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible CONTRACTORS.
- 17.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.
- 17.3 COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following:
- (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.
- 17.4 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.
- 17.6 A record of the hearing, the proposed decision and any other recommendations of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors

shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.7 These terms and conditions also apply to any sub-contractors/sub-consultants of CONTRACTOR.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

CONTRACTOR hereby acknowledges that the COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this contract, CONTRACTOR certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with is provision shall constitute a material breach of this contract upon which the COUNTY may immediately terminate or suspend this Agreement.

19. COUNTY LOBBYISTS

CONTRACTOR and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County lobbyist or County Lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

20. COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and the CONTRACTOR. If improvement does not occur consistent with the

corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

21. COVENANT AGAINST FEES

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this Contract and, in its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

22. CRIMINAL CLEARANCES

22.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTORS, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

22.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.

22.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272, 273a, 273ab, 273d, 273g, 273.5, 286, 288, 288a, 290, 314, 368(b), 647(a) (b), 647.6, and 667.5(c).

23. DELEGATION AND ASSIGNMENT OF DUTIES

CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part without the prior written consent of COUNTY. In the event of a breach of this provision, this Contract may be forthwith terminated.

24. DISCLOSURE OF INFORMATION

CONTRACTOR, its employees, agents and subcontractors may not publish or disseminate any advertisements, press releases, or feature articles, using the name of COUNTY without prior written notice to the CCA. COUNTY shall have a five (5) business day review period to respond in writing with its comments.

25. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all employees performing services under this Contract are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its employee. CONTRACTOR shall secure and retain verification of employment eligibility from any new employee in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

26. FISCAL ACCOUNTABILITY

CONTRACTOR shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-Profit Organizations and OMB Circular A-133 Audits for States, Local Governments and Non-Profit Organizations.

27. FORCE MAJEURE

In the event that performance by either party is rendered impossible (temporarily or permanently) by governmental restrictions, regulations controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Any non-performance which is excused hereunder shall not be used in calculating the degree of deviation in the Performance Requirement Summary.

28. GOVERNING LAW, JURISDICTION AND VENUE

28.1 This Contract shall be construed in accordance with and governed by the laws of the State of California.

28.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted and the parties' duties and obligations under this Contract shall be consistent with any amendment to any applicable

statute, regulation, or other law which occurs after the effective date of this Contract.

28.3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

29. INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from CONTRACTOR's acts and/or omissions in connection with its operations or its services.

30. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between the COUNTY of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this Contract.

31. GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following program(s) of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

It is understood that insurance requirements, as specified in this Section 31, apply to CONTRACTOR, CONTRACTOR's employees and subcontractors. It is understood that providers are not subcontractors of this contract.

31.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered, prior to commencing services under this Contract, to:

Department of Public Social Services
12820 Crossroads Parkway South
City of Industry, California 91746-3411
Attention: Barbara Fortson

Such certificates or other evidence shall:

31.1.1 Specifically identify this Contract.

31.1.2 Clearly evidence all coverages required in this Contract.

31.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance, except that if the cancellation is due to non-payment, the written notice by mail may be only by ten (10) days in advance of cancellation.

31.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from the Contract.

31.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense.

31.1.6 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

31.2 Failure to Maintain Coverage

Failure by CONTRACTOR to procure and maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

31.3 Notification of Incidents, Claims or Suits

Contractor shall report to COUNTY:

31.3.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which results in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within one (1) business day of occurrence.

18

31.3.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

31.3.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the CCA.

31.3.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or, securities entrusted to CONTRACTOR under the terms of this Contract. Provider payment fraud shall be reported as specified in Statement of Work, Section 8, Fraud Referrals.

31.4 Insurance Coverage Requirements:

31.4.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

31.4.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto".

31.4.3 Property Coverage: Personal property insurance endorsed naming the County of Los Angeles as loss payee, providing deductibles of no greater than 5% of the property value, and providing special form ("all-risk") coverage of the full replacement value of County-owned or leased property. This coverage shall apply to the County property described in Section 3.1.1. of the Statement of Work.

31.4.4 Workers' Compensation: Worker's Compensation and employers' liability insurance providing workers compensation benefits, as required by the Labor Code of the

State of California, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

19

31.4.5 Crime Coverage: Insurance protecting against Employee Dishonesty with limits not less than \$100,000 per occurrence covering against loss of money, securities or other property referred to in this Agreement, and naming COUNTY as loss payee.

31.4.6 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or CONTRACTOR insurance requirements of this CONTRACT, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

31.4.7 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- .1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- .2 CONTRACTOR providing evidence submitted by subcontractor evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

32. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

32.1 The COUNTY'S obligation is payable only and solely from funds appropriated for the purpose of this Contract.

32.2 Notwithstanding any other provision of this Contract, this Contract shall be effective and binding upon the parties only in the event that sufficient funds for the purposes hereof are appropriated by the State and by COUNTY'S Board of Supervisors.

- 32.3 COUNTY shall immediately notify CONTRACTOR in writing of such non-appropriation at the earliest possible date.
- 32.4 In the event of non-appropriation of funds, procedures in Termination for Convenience of County, Section VIII, Paragraph 46, shall apply.

33. NONDISCRIMINATION AND AFFIRMATIVE ACTION IN EMPLOYMENT

- 33.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental disability, marital status or political affiliation, in compliance with *U.S. Executive Order 11246, entitled "Equal Employment Opportunity", and amended by U.S. Executive Order 11375 and supplemented by 41 Code of Federal Regulations, Part 60, and all other applicable Federal and State anti-discrimination laws and regulations.*
- 33.2 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation. Such action shall include, but is not limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 33.3 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
- 33.4 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of Contract upon which COUNTY may determine to cancel, terminate, or suspend this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State or federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 33.5 CONTRACTOR shall ensure that Equal Employment Opportunity (EEO) notices and State-approved Civil Rights poster, "Equal Under the Law", are posted in all CONTRACTOR'S facilities where they are easily accessible to CONTRACTOR'S employees.

33.6 CONTRACTOR shall sign the form "Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification", Attachment E herein.

34. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING TERMINATION

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of the Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of the Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of the Contract.

35. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Notice 1015 (Attachment I).

36. NOTICES

36.1 Notices of Meetings and Public Hearings

CONTRACTOR shall provide appropriate levels of staff at all meetings, conciliations, grievance, State and other public hearings as requested by COUNTY. COUNTY will give five (5) business days prior written notice to CONTRACTOR of the need to attend such meetings or public hearings. If the appropriate CONTRACTOR staff is unavailable to attend, CONTRACTOR shall notify COUNTY immediately and COUNTY will attempt to reschedule the meeting. CONTRACTOR may request meetings with COUNTY as needed with three (3) business days advance written notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

36.2 Notice of Problems/Delays

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party. The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), of confirming

corrective action to the satisfaction of the party that originated the notice.

36.3 Delivery of Notices

Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect shall, at the option of the party giving notice, be given by personal delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. All notices pertaining to termination and/or notice to cure shall be sent by certified mail, return receipt requested.

36.3.1 Notices to CONTRACTOR - All notices and the envelopes containing same shall be addressed to CONTRACTOR as follows:

Mitchell Netburn, Executive Director
Los Angeles Homeless Services Authority
215 West 6th Street - 8th Floor
Los Angeles, CA 90013

36.3.2 Notices to COUNTY - All notices and envelopes containing same shall be addressed to COUNTY as follows:

Margaret Quinn, Chief
CalWORKs Division
12820 Crossroads Parkway South
City of Industry, California 91746-3411

36.3.3 Change of Address - Either party can designate a new address by giving written notice to the other party.

36.3.4 Suspension or Termination Notices - In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

36.3.5 Verbal Contract Discussions - The Contract Manager, or alternate designated in writing to act in CONTRACTOR'S behalf, shall respond to CCA or alternate verbal inquiries within twenty-four (24) hours, excluding weekends and holidays.

37. OWNERSHIP OF EQUIPMENT

COUNTY shall be the sole owner of any equipment purchased under this Contract by CONTRACTOR with COUNTY/State appropriated funds or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities

pursuant to this Contract. Upon termination of the Contract said equipment shall be transferred to COUNTY.

38. PERFORMANCE REQUIREMENTS

If CONTRACTOR fails to meet the Contract requirements as specified in Technical Exhibit 10.1, Performance Requirements Summary (PRS) hereunder, COUNTY may take actions specified in the PRS for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action to cure contract discrepancies within the time frames stated in the PRS may result in the COUNTY applying the provisions of Section VIII, Paragraph 45, TERMINATION FOR CONTRACTOR'S DEFAULT. This Paragraph 38 shall not in any manner restrict or limit COUNTY'S right to terminate this Contract for convenience per Section VIII, Paragraph 46.

39. PROPRIETARY RIGHTS

COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports, computer tapes and programs, and deliverables which have been prepared, developed or maintained by CONTRACTOR pursuant to this Contract and paid for with funds from this Contract.

40. RECORD RETENTION AND INSPECTION

40.1 Subject to Paragraph 2 above, concerning Audit Settlement, CONTRACTOR agrees that COUNTY or Auditor-Controller (A-C) or their designee, State and federal representatives or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract during normal business hours. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be retained by CONTRACTOR for a period of five (5) years after the term of this Contract unless Director's written permission is given to dispose of such material prior to the end of such period. In case of a dispute, the disputed records shall be retained until the dispute is resolved even though the five (5) year record retention period has been exceeded.

40.2 COUNTY hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records and business conducted by CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of CONTRACTOR'S invoices for services provided can be confirmed. County shall, except in case of emergency, give 48 hours written notice.

41. RECYCLED BOND PAPER

Consistent with the Board of Supervisor's policy to reduce the amount of waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible during the term of the Contract.

42. RULES AND REGULATIONS

During the time that CONTRACTOR'S employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. COUNTY shall provide CONTRACTOR with said rules and regulations and it is the responsibility of CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations. CONTRACTOR shall remove and replace any of its employees from the provision of services hereunder within forty-eight (48) hours of receipt of written notice from the Director that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

43. SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet, Attachment J, regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at: www.babysafela.org for printing purposes.

44. SUBCONTRACTING

- 44.1 No performance of duties and obligations under this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of DPSS Director.
- 44.2 Approval of any subcontract of duties and obligations hereunder shall be at the discretion of the Director, or designee, and shall be issued or denied within fifteen (15) business days of receipt of CONTRACTOR'S written request.
- 44.3 Said subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind COUNTY. The making of subcontracts hereunder shall not relieve CONTRACTOR of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Unless specifically approved in writing, approval of the provisions of any subcontract by COUNTY shall not be construed to constitute a determination of the allowability of any

cost pursuant to this Contract. CONTRACTOR'S request for approval to enter into a subcontract shall include:

44.3.1 Description of the services to be provided by the subcontract.

44.3.2 Identification of the proposed subcontract or an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained.

44.3.3 The proposed subcontract amount, together with CONTRACTOR's cost or price analysis thereof.

44.3.4 A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by COUNTY before such modification or amendment is effective.

44.4 In the event that consent is given, any subcontracts of duties and obligations hereunder entered into by the CONTRACTOR shall be subject to the requirements of the California Department of Social Services MPP Section 23-604, Contract Provisions, which shall apply to contracts and to subcontracts of any tier under such contracts. When CDSS provides COUNTY notices of changes in State regulations, COUNTY will provide same to CONTRACTOR.

44.5 Anyone, including subcontractor, having access to applicant and or participant data at any stage of the Contract must abide by COUNTY's participant confidentiality requirements.

44.6 In the event COUNTY should consent to the subcontracting of duties and obligations hereunder, CONTRACTOR shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with requirement set forth in Paragraph 16. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be the grounds upon which the COUNTY may terminate this CONTRACT pursuant to Paragraph 47. "TERMINATION FOR CONTRACTOR'S DEFAULT and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

46. TERMINATION FOR CONVENIENCE OF COUNTY

- 46.1 Performance of services under this Contract may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) calendar days prior written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.
- 46.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 46.2.1 Immediately stop services, which shall include elimination of all new costs and expenses and all other ongoing costs and expenses under this Contract on the date and to the extent specified in the Notice of Termination;
- 46.2.2 Taking all reasonable and necessary steps to cancel all leased or rented space agreements entered into through June 30, 2005 to perform the services terminated hereunder;
- 46.2.3 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 46.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined within five (5) months of the effective date of termination. COUNTY shall include with the payment a statement explaining COUNTY'S determination of the payment.
- 46.4 Upon termination of this Contract, CONTRACTOR shall deliver to DPSS all reports, computer software programs and COUNTY equipment within ten (10) business days after effective date of termination of this Contract. COUNTY shall acknowledge in writing receipt of all items described in this paragraph, and CONTRACTOR shall be released thereby from any responsibility for the items returned. Such returned items shall not be subject to the record retention requirements of this Contract, as defined in this Section VIII, Paragraph 40.

46.5 In the event of termination of this Contract, CONTRACTOR shall comply with the provisions of Record Retention and Inspection, Section VIII, Paragraph 40.

47. TERMINATION FOR CONTRACTOR'S DEFAULT

47.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:

47.1.1 If CONTRACTOR fails to perform the service within the time specified, or with prior COUNTY approval, any extension thereof, or

47.1.2 If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances does not cure such failure within a period often (10) business days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.

47.2 If, after giving Notice of Termination of this Contract under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Termination for Convenience of COUNTY, Section VIII, Paragraph 46. In such case, CONTRACTOR shall adhere to the termination provisions of the Section VIII, Paragraph 46 herein above. Agreement to the provisions of this Section VIII shall in no way constitute a waiver by CONTRACTOR of any of its rights and remedies.

48. TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at

(800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

49. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the COUNTY'S future fiscal years unless and until the COUNTY'S Board of supervisors appropriates funds for this contract in the COUNTY'S Budget for each future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

50. TIMELY COMPLETION

Time is of the essence in this Contract's performance.

51. VALIDITY

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

52. WAIVER

No waiver of any provision of this Contract shall constitute a waiver of any other provision of this Contract. Failure of the parties to enforce at any time, or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be valid unless said waiver is set forth in writing.

53. WARRANTY

CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, and any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Chairman, and the seal of said Board to be hereto affixed and attested by the Executive Officer and Clerk thereof, and Contractor has caused this Contract to be signed by its duly authorized officer(s) this _____ day of December 2004.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles


By: _____
Deputy

**APPROVED AS TO FORM
BY COUNTY COUNSEL:**

Raymond G. Fortner, Jr.
County Counsel

By: 
Deputy County Counsel

Los Angeles Homeless Services Authority

By: 
Mitchell Netburn, Executive Director
Los Angeles Homeless Services Authority
215 West 6th Street- 8th Floor
Los Angeles, CA 90013

**STATEMENT OF WORK
AND
TECHNICAL EXHIBITS**

STATEMENT OF WORK AND TECHNICAL EXHIBITS

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>Page No.</u>
	Preamble	35
1.0	GENERAL.....	38
1.1	Scope of Work	38
1.2	Key County Personnel	38
1.3	Contractor Personnel	40
1.4	Quality Assurance.....	40
1.5	Hours of Operation	42
2.0	Definitions	42
3.0	COUNTY FURNISHED ITEMS.....	44
3.1	Computer Equipment.....	44
3.2	Training.....	45
3.3	Materials	45
4.0.	CONTRACTOR FURNISHED ITEMS.....	45
4.1	General.....	45
4.2	Staffing	45
4.3	Computer Equipment, Supplies and Security	46
4.4	Equipment	46
4.5	Site Preparation.....	47
5.0	SPECIFIC TASKS OF THIS STATEMENT OF WORK	
5.1	Contractor.....	47
5.2	Performance Outcomes.....	47
6.0	APPEALS AND HEARINGS	48
6.1	Public Hearings.....	48
6.2	Litigation	48
6.3	Hearing Decisions.....	48
7.0	REPORTING TO DPSS.....	48
7.1	Monthly Management Report.....	48
7.2	Monthly Complaint Log	48
7.3	Ad Hoc Reports	49
8.0	FRAUD REFERRALS.....	49
9.0.	QUALITY ASSURANCE AND COMPLAINT SYSTEMS.....	49
9.1	Quality Assurance Plan	49
9.2	DPSS Received Complaints	50
9.3	Contractor Received Complaints	50

STATEMENT OF WORK AND TECHNICAL EXHIBITS**TABLE OF CONTENTS**

<u>SECTION TITLE</u>	<u>Page No.</u>
10. TECHNICAL EXHIBITS	51
10.1 Performance Requirements Summary.....	52
10.2 Case Discrepancy Report.....	59
10.3 Contract Discrepancy Report.....	61
10.4 Monthly Complaint Log	63

PREAMBLE

COUNTY HEALTH AND HUMAN SERVICES

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board

of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display County's vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post Contractor's complaint and County's appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK

**December 15, 2004
or date of Board Approval, whichever is later,
through June 30, 2005**

1.0 GENERAL

1.1. SCOPE OF WORK

CONTRACTOR shall provide all management/administrative services necessary to implement the six Homeless CalWORKs Families Projects. The Homeless CalWORKs Families Projects consists of two pre-existing projects in Supervisorial District I and V, and one new project in each of Supervisorial Districts II, III, IV and V.

Participants are eligible to participate in the Homeless CalWORKs Families Projects only if they participate in the Greater Avenues for Independence (GAIN) Program that provides comprehensive Welfare-to-Work services to assist CalWORKs participants in obtaining unsubsidized employment. The COUNTY will determine the eligibility of the families who will participate in the projects.

1.2 KEY COUNTY PERSONNEL

1.2.1 COUNTY Contract Administrator (CCA)

COUNTY will designate one (1) person who will act as the County Contract Administrator (CCA) for the COUNTY on all policies, procedures, requirements, performance, and information pertaining to the Contract. Specifically, the CCA or alternate shall:

- 1.2.1.1 The CCA or alternate has full authority to monitor CONTRACTOR'S performance in the daily operation of this Contract, and for confirming that the technical standards and requirements of this Contract are met.
- 1.2.1.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements. The CCA shall negotiate with CONTRACTOR on changes in service requirements according to Part VII, Paragraph 5.3, Changes and Amendments of Terms.
- 1.2.1.3 The CCA is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles County in any way whatsoever.

1.2.1.4 DPSS will inform CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

1.2.2 Quality Assurance Evaluator (QAE)

The QAE is responsible for the quality monitoring of CONTRACTOR's performance. The QAE may or may not be the same person as the CCA.

1.2.3 Project Director

The Project Director or alternate is responsible for working with CONTRACTOR'S staff on individual family cases and will work to resolve any problems or issues involved.

The Project Director shall work with CONTRACTOR Contract Manager, or alternate on problems involving CONTRACTOR's staff whom the Project Director determines is not performing satisfactorily.

The Project Director shall report to the CCA any problem that CONTRACTOR and the Project Director are not able to resolve.

Project Director is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate DPSS in any way whatsoever.

1.2.4 Eligibility Worker

The Eligibility Worker determines CalWORKs eligibility and maintains case records for families in the Homeless CalWORKs Families projects, and attends weekly and monthly case managers' meetings.

1.2.5 GAIN Services Worker

The GAIN Services Worker orients participants to the GAIN Program and its benefits/requirements, ensures that families complete the Welfare-to-Work contract, refers families to Job Club and specialized supportive services, assists families with money for transportation, ancillary supplies and/or child care, remains in constant communication with staff in the Department of Mental Health that are involved in the Homeless CalWORKs Families Projects, and attends weekly and monthly case managers' meetings.

1.3 CONTRACTOR PERSONNEL

1.3.1 Agency Senior Executive

This Senior Executive shall be the official named in Section VIII, Paragraph 36.3.1 of this Contract for receipt of official notices.

1.3.2 Contract Manager

CONTRACTOR shall provide a Contract Manager who will act as liaison with COUNTY and be responsible for the overall management and coordination of this Contract and the performance of the work. The Contract Manager, or alternate designated in writing to act on CONTRACTOR's behalf, shall respond within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays.

The Contract Manager or alternate shall have full authority to act for CONTRACTOR on all Contract matters relating to the daily operation of this Contract.

The Contract Manager and any alternate shall be identified in writing prior to Contract start and at any time thereafter a change of Contract Manager or alternate is made.

CONTRACTOR's Contract Manager is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate CONTRACTOR to DPSS in any way whatsoever.

1.4 Quality Assurance

COUNTY shall monitor CONTRACTOR's performance under this Contract using the quality assurance procedures specified in the Performance Requirements Summary, or any other such procedures as defined in this Contract.

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and performance standards.

The CCA and/or QAE and CONTRACTOR will make every effort to resolve minor discrepancies during the monitoring visit.

1.4.1 Government Observations

Federal, State and/or County personnel approved by COUNTY administrative management personnel, in addition to departmental contracting staff, may observe performance activities, documents and products under this Contract at any time during hours of

operation as defined in Section 1.5. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

1.4.2 Monitoring Hours

CONTRACTOR shall be available for monitoring activities Monday through Friday 8:00 a.m. to 5:00 p.m. except on COUNTY recognized holidays.

1.4.3 Case Discrepancy Reports

When COUNTY monitors CONTRACTOR's performance under the terms of this Contract, COUNTY will issue Case Discrepancy Reports (Technical Exhibit 10.2) to Contract Manager when it is determined minor case infractions have occurred.

1.4.4 Contract Discrepancy Reports

In the event of a serious discrepancy, the CCA and/or QAE will issue a Contract Discrepancy Report (Technical Exhibit 10.3) to the Contract Manager. The Contract Manager shall respond in writing to the Contract Discrepancy Report within ten (10) business days from the date of receipt of the Report.

- A. If CONTRACTOR agrees with the finding in the Contract Discrepancy Report, CONTRACTOR shall respond with a Corrective Action Plan, including a statement that CONTRACTOR agrees with the finding, its action to resolve the specific finding, and its future action to monitor its performance to prevent a repetition of the problem. If this Corrective Action Plan is acceptable to COUNTY, or a mutually agreed upon revision is acceptable to COUNTY, the discrepancy shall be considered resolved.
- B. If CONTRACTOR does not agree with the finding in the Contract Discrepancy Report, CONTRACTOR shall respond with a Request for Dispute Resolution, including a statement that CONTRACTOR does not agree with the finding, its reasons for not agreeing with the finding, and any action it proposes that CONTRACTOR and/or COUNTY take to resolve the dispute.
- C. In response to a Request for Dispute Resolution, the Contract Manager and CCA will meet within five (5) business days to discuss the problem. Minutes of the meeting shall be prepared by the CCA. The Contract Manager shall either sign the minutes within five (5) business days of presentation of the minutes, or present
- D. CONTRACTOR's version of the minutes to the CCA. The Contract Manager and CCA shall make every effort to resolve

the dispute. If they find a resolution they shall put the resolution down in writing in the minutes and both sign the minutes.

- E. If the CCA and Contract Manager do not resolve the dispute, the dispute shall be referred to the Agency Senior Executive and DPSS Director or designee, who shall meet within ten (10) business days to resolve the dispute (or later, if by mutual agreement).
- F. The decision of the DPSS Director shall be final.
- G. Any CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, shall be reported to the Board of Supervisors with recommended remedial actions.
- H. If the dispute is not eventually resolved to the COUNTY's satisfaction, COUNTY may terminate this Contract or impose other actions as specified in this Contract, in which event CONTRACTOR's rights and remedies under law are preserved, including a claim of breach of Contract.

1.5 Hours of Operation

1.5.1 Public Access Hours

CONTRACTOR's main office shall be open from 8:00 a.m. to 5:00 p.m. Monday-Friday, except for COUNTY-recognized holidays. Main office telephones shall be staffed during all CONTRACTOR Public Access Hours. CONTRACTOR shall have staff available to respond to calls in English and Spanish during all Public Access Hours.

1.5.2 COUNTY Contact Hours

CONTRACTOR Contract Manager or alternate shall be available Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to inquiries of CCA or alternate, except on COUNTY-recognized holidays. The CCA shall provide lists of COUNTY holidays when this Contract is approved and at the beginning of each calendar year during the term of this Contract.

2.0 DEFINITIONS

- 2.1 Allowable Deviation from Perfect Performance (ADPP) - A measure to express the allowable variance from the Contract Standard, before COUNTY determines performance to be unsatisfactory.
- 2.2 Appeal - An appeal is the legal right of a public assistance participant to file a request for a State Hearing regarding an eligibility action or inaction on the part of the COUNTY which the participant feels is unwarranted.

- 2.3 Appeals and State Hearings (ASH) - The section within DPSS that represents the COUNTY at all State Hearing Proceedings.
- 2.4 Applicant - A person whose public assistance application is pending.
- 2.5 Assistance Unit (AU) - Per State regulations AU is defined as a group of related persons living in the same household who have been determined eligible for CalWORKs by the case carrying EW.
- 2.6 Bureau of Administrative Services - A bureau within DPSS responsible for development, management and monitoring of DPSS contracts.
- 2.7 Bureau of Program and Policy - A bureau within DPSS responsible for administration and supervision of the CalWORKs Program in Los Angeles County.
- 2.8 CalWORKs Program - The State's mandated public assistance program to provide financial assistance, social services, and employment services to families with dependent children.
- 2.9 Case Discrepancy Report - Notification to CONTRACTOR of infractions found in the monitoring review of the agency's financial records, agency's employee records, or through interviews with participants and/or providers.
- 2.10 Contract Discrepancy Report (CDR) - A report or letter used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with CONTRACTOR's performance.
- 2.11 Eligibility Worker (EW) - The DPSS employee responsible for determining the eligibility of applicants and participants to CalWORKs.
- 2.12 Equipment - Any item purchased/leased which costs \$500.00 or more and has a useful life of more than two years.
- 2.13 GAIN Program - Acronym for Los Angeles County's Welfare-to-Work Program, "Greater Avenues for Independence", that provides comprehensive Welfare-to-Work services to assist CalWORKs participants in obtaining unsubsidized employment.
- 2.14 GAIN Services Worker (GSW) - A DPSS or contracted employee who works with participants enrolled in the GAIN Program.
- 2.15 Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (LEADER) - A DPSS computerized eligibility determination system for the CalWORKs and other welfare programs.
- 2.16 Participant - An individual who is receiving assistance through the CalWORKs Program.

- 2.17 Performance Indicators - Characteristics which can be identified objectively to establish the performance of activities and services to the required Contract standards.
- 2.18 Performance Requirements Summary (PRS) - Identifies the key performance indicators of the Contract that will be evaluated by COUNTY to assure Contract performance standards are met by CONTRACTOR.
- 2.19 Quality Assurance Surveillance Plan (QASP) - A plan of action taken by COUNTY for monitoring CONTRACTOR's performance.
- 2.20 Quality Assurance Program - All necessary measures taken by CONTRACTOR to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.21 Random Sample - A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection.
- 2.22 Sample Size - The number of units or services to be checked in a given time period.
- 2.23 Standard - The acceptable level of performance set by COUNTY for performing a contracted service or activity.
- 2.24 Statement of Work - This contract's requirements for provision of transportation and emergency and transitional housing, the standards associated with those services, and the methods for monitoring CONTRACTOR's performance.
- 2.25 Welfare-to-Work Plan - The Contract between DPSS and a CalWORKs participant that states what Welfare-to-Work activities will be completed by a CalWORKs participant and what services will be provided by DPSS, so the participant can work toward self-sufficiency.
- 2.26 Welfare-to-Work Program - A program to assist parents/participants on public assistance to achieve economic self-sufficiency by obtaining unsubsidized employment.

3.0 **COUNTY FURNISHED ITEMS**

3.1 Computer Equipment

- 3.1.1 COUNTY shall permit CONTRACTOR to use the computer equipment that was used under Contract Number 74180 with CONTRACTOR for the Emergency Assistance to Prevent Eviction and Moving Assistance Programs. The equipment that remains in the possession of CONTRACTOR and shall be used for the Homeless CalWORKs Families Projects is 13 Computers, 9 Computer Monitors, 7 Printers, and 1 FAX Machine.

3.2 Training

- 3.2.1 COUNTY shall arrange for the training of CONTRACTOR's staff on Civil Rights. This may be through direct training of CONTRACTOR's staff by COUNTY trainers or through a train-the-trainer program as agreed upon by COUNTY and CONTRACTOR.
- 3.2.2 COUNTY may provide cultural awareness and sensitivity training, and materials to CONTRACTOR staff. If COUNTY provides such training, CONTRACTOR shall ensure that all CONTRACTOR staff are trained.

3.3 Materials

COUNTY shall provide for CONTRACTOR's use:

- 3.3.2 A list of COUNTY observed holidays.
- 3.3.3 A supply of civil rights complaint forms, PA 607, for use by CalWORKs participants in reporting civil rights complaints.
- 3.3.4 Upon request, DPSS Operations Handbook Section 21 on Civil Rights Program, State Manual Section 23-600 on Purchase of Service and all other documents referenced in this Contract with which the CONTRACTOR must comply.

4.0 CONTRACTOR Furnished Items

4.1 General

CONTRACTOR shall furnish necessary personnel, space, equipment, supplies, and training except as provided by COUNTY, as specified in Section 5.0, above, to perform all services required by this Contract.

4.2 Staffing

- 4.2.1 CONTRACTOR shall provide staff with background experience and expertise to provide the services required in the Statement of Work.
- 4.2.2 CONTRACTOR shall provide bilingual staff to meet the needs of the COUNTY's CalWORKs participants receiving services from CONTRACTOR in the Homeless CalWORKs Families Projects. When a participant's primary language is other than English or the participant is hearing-impaired, information shall be provided either through written materials in the appropriate language or by presentation of an interpreter in the language the participant understands. CONTRACTOR may utilize an interpreter provided by the participant (e.g., a relative or friend), if the participant requests the use of a family member or a friend. The use of minors as interpreters is strongly discouraged, except in emergency situations and at the participant's request.

- 4.2.3 CONTRACTOR shall have a methodology for verifying that bilingual employees are competent in reading, writing and speaking both English and the other languages in which they are providing services. CONTRACTOR's methodology shall be shared with COUNTY upon request.

4.3 Computer Equipment, Supplies and Security

- 4.3.1 As determined by CONTRACTOR, CONTRACTOR shall provide necessary computer equipment, and supplies (e.g., paper and printer ribbons), except as provided by COUNTY in Section 3.0. CONTRACTOR shall be responsible for all equipment costs (terminals, controller, etc.) incurred as a result of CONTRACTOR's request for additional equipment beyond that number included in the awarded contract.
- 4.3.2 Notwithstanding Section 3.0 above, CONTRACTOR shall be responsible for all site preparations costs (including lines, cables, etc.), incurred as a result of CONTRACTOR's request for equipment relocation, a move to another facility, an additional office or a new service site.
- 4.3.3 CONTRACTOR shall report to the CCA, the loss, vandalism or theft of COUNTY computer supplies and equipment within 24 hours after discovery. For stolen equipment, CONTRACTOR shall contact the local law enforcement agency and submit a copy of the police report to the CCA within 24 hours, excluding week ends and holidays.
- 4.3.4 For equipment located at CONTRACTOR's facilities, CONTRACTOR shall provide all security for COUNTY computers and printers and computer access to ensure that the equipment is secure, and confidentiality of CalWORKs participants' records is maintained. CONTRACTOR shall provide security adequate to protect all COUNTY data in any media. Equipment must be secured to work stations in locked space. Data must be password protected to ensure only authorized staff have access.

4.4 Equipment

CONTRACTOR shall provide all equipment necessary to perform all services required by this Contract, except as identified in Section 5.1 above.

- 4.4.1 Specifically, CONTRACTOR shall provide sufficient telephone lines at its sites for CalWORKs participants, providers and DPSS staff to contact CONTRACTOR for the purpose of the Homeless CalWORKs Families Projects.
- 4.4.2 CONTRACTOR shall have responsibility for installation, repair and replacement of telephones and/or lines at CONTRACTOR's facility.

4.5 Site Preparation

CONTRACTOR shall be responsible for funding all site preparation costs. This includes any facility alterations and furniture upgrades to house the equipment.

5.0 SPECIFIC TASKS OF THIS STATEMENT OF WORK

5.1 CONTRACTOR

CONTRACTOR shall:

- 5.1.1 Continue to provide services to the CalWORKs families who are currently being assisted in this project.
- 5.1.2 When requested by the Department of Mental Health (DMH) or Department of Public Social Services (DPSS), transport CalWORKs families to DMH and/or DPSS for services.
- 5.1.3 Provide transportation, crisis intervention referrals, emergency shelter, transitional housing, emergency supplies (diapers, hygiene projects, infant items, clothing), and permanent housing resources.
- 5.1.4 Assist identified CalWORKs families in securing emergency shelter, transitional housing and other appropriate resources for permanent housing.
- 5.1.5 Maintain close contact with the CalWORKs families and provide statistical information to the Department of Mental Health and the Department of Public Social Services by the 10th workday of the following month.
- 5.1.6 Recruit and maintain sufficient subcontractors to provide emergency housing for the families. Subcontractors must be acceptable to DPSS Director, and subcontracts must include the direct service provider requirements as specified.
- 5.1.7 Solicit for subcontracted direct services through the open competitive process.
- 5.1.8 Monitor performance of subcontractors to ensure compliance with program requirements.

5.2 Performance Outcomes

CONTRACTOR shall ensure that:

- 5.2.1 All families are placed in emergency shelter within one day of request for shelter.
- 5.2.2 All families requiring transportation to DMH or DPSS appointments are transported timely to ensure they meet their appointments on the scheduled dates/times.

6.0 APPEALS AND HEARINGS (ASH)

6.1 Public Hearings

CONTRACTOR shall participate in conciliation, grievance, state and other public hearings upon request of COUNTY, including attendance by CONTRACTOR's staff and providing records and documents as necessary. COUNTY shall provide CONTRACTOR notice of meetings at least three (3) business days prior to such meetings.

6.2 Litigation

CONTRACTOR shall notify COUNTY in writing of pending litigation on any case, within ten (10) calendar days of being notified of pending litigation.

COUNTY shall notify CONTRACTOR in writing of pending litigation on any case within ten (10) calendar days of being notified of pending litigation. Cases in litigation must be retained by CONTRACTOR for at least three (3) years after the case is settled by the courts. In addition to lawsuits, records may be needed for Appeals and State Hearings, audits, and complaints. These records shall be made available to COUNTY by CONTRACTOR.

6.3 Hearing Decisions

Within 60 days of the start of this contract, COUNTY shall provide CONTRACTOR with an administrative release which gives CONTRACTOR directions and timeline information for implementing decisions of a hearing officer or the COUNTY ASH Unit, including any requirement to report to COUNTY action CONTRACTOR took to implement such decisions, and what CONTRACTOR should do if participant or provider does not cooperate with CONTRACTOR to resolve the hearing problem.

7. REPORTING TO DPSS

7.1 Monthly Management Report (MMR)

CONTRACTOR shall submit a MMR, Attachment D to the CCA by the twentieth (20th) calendar day of the month following the month of service.

7.2 Monthly Complaint Log

CONTRACTOR shall submit its Monthly Complaint Log, Technical Exhibit 12.4 to the CCA by the twentieth (20th) calendar day of the month following the month of service.

7.3 Ad Hoc Reports

At various times, COUNTY may request data or other information from CONTRACTOR on an ad hoc basis, as needed by the Department, County Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. CONTRACTOR shall provide the requested data, if available, to COUNTY in a mutually agreeable time period.

8. FRAUD REFERRALS

CONTRACTOR shall make fraud referrals to the DPSS Welfare Fraud Prevention & Investigations (WFP&I) Section pursuant to the instructions in Administrative Directive Number 4126, dated 9/24/02, (provided to CONTRACTOR prior to contract effective date) and any supplements or other issuances subsequently released. In those instances when COUNTY requests CONTRACTOR to make a fraud referral, (e.g., County Contract Monitor review), fraud referrals shall be made to WFP&I within three (3) business days with a copy provided to the DPSS CalWORKs Division. A copy of all other fraud referrals initiated by CONTRACTOR shall also be provided to the DPSS CalWORKs Division.

9. QUALITY ASSURANCE AND COMPLAINT SYSTEMS

9.1 Quality Assurance Plan

Under County Contract Number 74180 between COUNTY and CONTRACTOR for services, CONTRACTOR has provided and has in place a Quality Assurance Plan. Within ninety (90) days of the effective date of this contract, CONTRACTOR shall present to COUNTY a revised comprehensive Quality Assurance Plan, including both internal monitoring and staff training systems, to assure that the requirements of this Contract are met, and that a consistently high level of services are provided throughout the term of this Contract. All monitoring records shall be provided to COUNTY upon request. The Plan shall include, but not be limited to the following:

- A. A monitoring system covering all services listed in Technical Exhibit 10.1, Performance Requirements Summary, identifying specific activities to be monitored, and the frequency of monitoring.
- B. Monthly monitoring of employee files, provider files and payment records for accuracy and timeliness of work; a review of the functioning of system quality controls; and observance of staff to ensure that employees rendering services under this Contract do not present themselves by commission or omission as agents, employees, or representatives of DPSS. Monthly monitoring will include a focus on:
 - 1. Number of participants transported.
 - 2. Number of hours spent transporting participants.
 - 3. Number of miles driven.
 - 4. Timeliness of responding to participants' requests for transportation.
 - 5. Number of complaints received.

- C. Record keeping of all monitoring conducted by CONTRACTOR, identification of all errors found, a clear description of the problem, the corrective action taken, and the time elapsed between identification and completed correction.
- D. Training plan for newly hired staff.
- E. Plans for re-training staff who are found to have above average levels of errors, including inaccuracy or timeliness of transporting participants.
- F. Samples of forms to be used in monitoring.
- G. Samples or records to be maintained of staff training.

9.2 DPSS Received Complaints

COUNTY shall refer complaints related to the Homeless CalWORKs Families Projects to CONTRACTOR in writing for resolution. CONTRACTOR shall notify COUNTY in writing of the resolution within five (5) calendar days. COUNTY shall prepare a monthly listing of complaints referred to CONTRACTOR for resolution. Inquiries shall not be considered complaints. Calls not referred to CONTRACTOR for resolution shall not be considered complaints.

9.3 CONTRACTOR Received Complaints

CONTRACTOR shall maintain a Monthly Complaint Log, Technical Exhibit 10.4 of all complaints related to the Homeless CalWORKs Families Projects received directly by CONTRACTOR. The log shall include complaints about providers, about the CONTRACTOR or about other parts of the CalWORKs Homeless CalWORKs Families Projects.

Complaints which indicate abuse, neglect or exploitation of children shall be referred by CONTRACTOR to the Department of Children and Family Services.

TECHNICAL EXHIBIT 10.1
PERFORMANCE REQUIREMENTS
SUMMARY CHART

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

10.1 Introduction

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY' preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

A listing of required services or Standards used in the PRS are intended to be completely consistent with the main body of work in this Contract and are not meant in any case to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the main body of work in the Contract. In addition, the PRS is not meant to be a conclusive list of all monitored items. COUNTY will monitor for the entire provisions in the Contract. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract and the PRS, the meaning apparent in the main body of work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body of work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis for penalties.

COUNTY expects a high standard of CONTRACTOR performance for the required service. COUNTY will work with CONTRACTOR to help resolve any areas of difficulty brought to the attention of COUNTY by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to COUNTY.

10.2 Performance Requirements Summary Chart

The Performance Requirements Summary Chart:

- 10.2.1 Lists the Contract requirements considered most critical to acceptable Contract performance (Column).
- 10.2.2 Denotes the indicators used to determine that the Standards have been met (Column 2).
- 10.2.3 Defines the Standard of performance for each required service (Column 3).

- 10.2.4 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before COUNTY assesses penalty points (Column 4).
- 10.2.5 Shows the monitoring methods, COUNTY will use to evaluate CONTRACTOR's performance in meeting the Contract requirements (Column 5).
- 10.2.6 Shows the amount of unsatisfactory performance indicator points that may be assessed for exceeding the AQL (Column 6). These indicators may serve as the baseline for assessing liquidated damages.

10.3 Quality Assurance

CONTRACTOR's performance will be compared to the contract standards and AQL using COUNTY' Master Audit Plan (MAP). COUNTY may use a variety of inspection methods to evaluate LAHA's performance, including:

- 10.3.1 Review of files, reports and statistical records.
- 10.3.2 Validated complaints from participants, COUNTY, and other agencies.
- 10.3.3 Random sampling (which is a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection). For random sample tables/methods to be used by COUNTY, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin.
- 10.3.4 Interviews/written surveys with participants.
- 10.3.5 Site visits.

10.4 Notices of County Review Findings

- 10.4.1 Upon completion of a quarterly review, COUNTY shall provide CONTRACTOR a notice of the findings, including Case Discrepancy Reports (Technical Exhibit 10.2), within ten work days.
- 10.4.2 CONTRACTOR shall have ten work days to respond, including taking corrective action, to the findings and Case Discrepancy Reports. The ten work days will begin upon receipt of the findings by the CONTRACTOR. CONTRACTOR may ask for an extension of the time needed to respond and COUNTY shall not unreasonably deny such request.

10.5 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, CONTRACTOR may be required to respond to a Contract Discrepancy Report (Technical Exhibit 10.3) as follows:

- 10.5.1 Verbal notification of a contract discrepancy will be made to CONTRACTOR as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by CONTRACTOR. COUNTY will determine whether a CDR will be issued.
- 10.5.2 If a CDR is issued, it will be sent to CONTRACTOR.
- 10.5.3 Upon receipt of a CDR, CONTRACTOR is required to respond in writing to COUNTY within ten (10) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within fifteen (15) business days.
- 10.5.4 COUNTY will evaluate CONTRACTOR's explanation on the CDR and if COUNTY determines that discrepancy is without fault or negligence by CONTRACTOR, COUNTY may decline to deem it an unsatisfactory performance for the month.

10.6 Criteria for Acceptable or Unacceptable Performance

- 10.6.1 For areas measured by sampling, the sample is selected at random so that it will be representative of the entire population. It is compared to the standard, and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following:
 - **Allowable Deviation from Perfect Performance (ADPP)** - The maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance;
 - **Lot Size** - the total number of units or services to be provided;
 - **Sample Size** - the number of units to be checked in a given period; and
 - **Acceptable/Rejection Numbers** - the numbers which indicate whether the lot is acceptable or unacceptable.

- A. The ADPP for each sampling is taken from the PRS. The lot size is determined by the number of participants receiving services from the Contractor during the sample period. To ensure each participant has an equal chance of being selected, a random number table is used to determine the sample.
- B. The Unsatisfactory Performance Indicator (UPI) penalty points assessed from the sample size shall be applied to the lot size.

For example, a sample size of 100 selected from a lot size of

1000, with an AQL of 10 percent, allows for ten (10) acceptable discrepancies. If twelve (12) discrepancies are found, the entire lot is considered unsatisfactory. For example, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL

10.6.2 For areas not measured by sampling, UPI points will be applied as stated in the PRS Chart. For example, if reports are due on the 20th calendar day of the month, and a one day ADPP is allowed, UPI points will be assessed starting on the second day the report is late and applied to each day the report is late until it is received.

10.7 Remedy of Defects

Regardless of findings of unsatisfactory service and assessment of UPI points, CONTRACTOR must, within a reasonable time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services at an acceptable level, prior to the next scheduled performance review.

10.8 Unsatisfactory Performance Remedies

When COUNTY CONTRACTOR's performance does not conform with the requirements of this CONTRACT, COUNTY shall have the right to apply the following non-performance remedies:

10.8.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, COUNTY must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- 10.8.2 Assess penalty points for each UPI per month that exceeds the allowable AQL. Should the monthly total of penalty points exceed one hundred (100) in any given month, CONTRACTOR shall be required to send a letter to COUNTY identifying deficiencies and requesting to provide an action plan within ten (10) working days to rectify deficiencies. Provisions included in Section III, will apply to these occurrences.

If the UPI exceeds two hundred (200) penalty points in any given month, COUNTY will be required to meet with CONTRACTOR to address specific plans to immediately rectify deficiencies. Provisions included herein will apply to these occurrences.

- 10.8.3 Failure of CONTRACTOR to comply with or satisfy the requests(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be offset against CONTRACTOR's future invoice.

This Section, 10.0 does not preclude COUNTY's right to terminate this Contract, as provided for in Section VIII of this Contract, Paragraph 46, Termination for Convenience of County.

HOMELESS CALWORKS FAMILIES PROJECTS

PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Service	Performance Indicator(s)	Standard(s)	Allowable Deviation from Perfect Performance	Monitoring Methods	Unsatisfactory Performance Indicator Points for Exceeding ADPP
<u>Section 5.1.2</u> Transport families to Department of Mental Health and Department of Public Social Services	Transportation is provided timely with documentation of timeliness on file	Contractor staff provides services on a daily basis.	10%	Random sample of case files. Lot size is monthly number of participants in the project.	10 points for untimely pickup of participant
<u>Section 5.2</u> Performance Outcomes	Family placed in emergency shelter within one day of request	Documentation in case record indicating emergency housing voucher issued within one day of request.	10%	Random sample of case files. Lot size is monthly number of participants in the project.	10 points for not providing emergency shelter voucher within one day of request
<u>Section 7.0</u> Submit the Monthly Management Report and Complaint Monthly Complaint Log	Contractor will prepare and submit the Monthly Management Report and Monthly Complaint Log by the 20 th calendar day of the month following the month of service.	Monthly Management and Monthly Complaint Reports submitted by 20 th calendar day	10%	Review of records	10 points per each occurrence of a requirement not met
<u>Section 9.1</u> Project's staff is in compliance with projects' requirements	Contractor provides training	Monitoring Reports	10%	Monitoring Reports and Contractor's records	10 points for not monitoring performance of projects' staff

HOMELESS CALWORKS FAMILIES PROJECTS

PERFORMANCE REQUIREMENTS SUMMARY CHART (Continued)

Required Service	Performance Indicator(s)	Standard(s)	Allowable Deviation from Perfect Performance	Monitoring Methods	Unsatisfactory Performance Indicator Points for Exceeding ADPP
<u>Section 10</u> Contractor Employee Acknowledgment and Confidentiality Agreement	Confidentiality Agreements are signed and on file	Contractor submits Confidentiality Agreements for all new employees	None	Comparison of Confidentiality Agreements with monthly invoices	10 points per each Confidentiality Agreement not provided
<u>Section 30.1</u> Evidence of Insurance	Evidence of insurance submitted	Contractor submits evidence of insurance	None	Receipt of evidence of insurance coverage	*Material breach of contract subject to suspension/termination

*Items not measured by sampling. Points assessed for each incident above the ADPP level.

TECHNICAL EXHIBIT 10.2
CASE DISCREPANCY REPORT

**HOMELESS CALWORKS FAMILIES PROJECTS
CASE DISCREPANCY REPORT (SAMPLE)**

TO: _____, of: _____ Agency

From: _____, DPSS

DISCREPANCY PROBLEM:

Signature of CCA: _____ **Report Date:** ____/____/____ **To Return By:** ____/____/____

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Agency Contract Manager: _____ **Response Date:** ____/____/____

COUNTY EVALUATION OF CONTRACTOR RESPONSE: Acceptable (Y OR N):

If not acceptable, reason:

Signature of CCA: _____ **Review Date:** ____/____/____ **To Return By:** ____/____/____

CONTRACTOR FOLLOW-UP ACTION:

Signature of Agency Contract Manager: _____ **Response Date:** ____/____/____

(Note: Subsequent County non-acceptance of Agency corrective action may be followed by more formal action)

TECHNICAL EXHIBIT 10.3
CONTRACT DISCREPANCY REPORT

HOMELESS CALWORKS FAMILIES PROJECTS CONTRACT DISCREPANCY REPORT (SAMPLE)

TO: _____, of: _____ Agency

From: _____, DPSS

DISCREPANCY PROBLEM:

Signature of CCA: _____ Report Date: ____/____/____ To Return By: ____/____/____

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Agency Contract Manager: _____ Response Date: ____/____/____

COUNTY EVALUATION OF CONTRACTOR RESPONSE: Acceptable (Y OR N):

If not acceptable, reason:

Signature of CCA: _____ Review Date: ____/____/____ To Return By: ____/____/____

CONTRACTOR FOLLOW-UP ACTION:

Signature of Agency Contract Manager: _____ Response Date: ____/____/____

(Note: Subsequent County non-acceptance of Agency corrective action may be followed by more formal action)

TECHNICAL EXHIBIT 10.4
MONTHLY COMPLAINT LOG

HOMELESS CALWORKS FAMILIES PROJECTS MONTHLY COMPLAINT LOG

REPORTING AGENCY: _____

REPORT MONTH: _____ YEAR: _____ STAFF PERSON COMPLETING REPORT: _____ DATE: _____

Date	Time Of Call	Complainant's Name	Agency or Participant	Primary Language	Explain Problem	Resolution	Staff Person	Time Spent
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							

NOTE: Contractor to attach a copy of this log to the Monthly Management Report

ATTACHMENT B

LOS ANGELES HOMELESS SERVICES AUTHORITY BUDGET

BUDGET SUMMARY

PROJECT NAME: HOMELESS CALWORKS FAMILIES PROJECTS

CONTRACTOR: Los Angeles Homeless Services Authority CONTACT PERSON: MITCHELL NETBURN
CONTRACT PERIOD: 12/15/04-6/30/05 TELEPHONE NUMBER: (213) 683-3333

FISCAL YEAR: 2004-05

	Year 1*	Year 2	Year 3**	Year 4**	TOTAL
Salaries	421,250				421,250
Benefits and Taxes	122,163				122,163
Operating Costs	166,706				166,706
Direct Program Costs	441,000				441,000
Totals	1,151,119				1,151,119

Grand Total Contract Cost 1,151,119

Footnotes:

* year =fiscal year (July 1, through June 30)

** if applicable

LINE ITEM BUDGET

PROJECT NAME:	HOMELESS CALWORKS FAMILIES PROJECTS		
CONTRACTOR:	LAHSA	CONTACT PERSON:	MITCHELL NETBURN
CONTRACT PERIOD	12/15/04 - 06/30/05	TELEPHONE NUMBER:	(213) 683-3333
FISCAL YEAR:	2004 - 05		

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Emergency Response Team Staff:

Salaries ⁽⁶⁾	390,061
Administrative Supervision	31,189
Benefits and Taxes	122,163
Personnel Subtotal	543,413

	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Cost: 10/04 - 6/05
OPERATING COSTS	East Valley	Norwalk	Pomona	S.G.Valley	Skid Row	South Central	
Computer replacement equipment⁽¹⁾	1059	1058	1058	1058	1059	1058	6350
Staff Uniforms Purchase ⁽¹⁾	1,200	1,200	1,200	800	800	1,200	6,400
Desk Phones ⁽¹⁾	564	564	564	376	376	564	3,008
Two-way Cellular Telephone Purchase ⁽¹⁾	450	450	450	300	300	450	2,400
Office Furniture⁽¹⁾	550	550	550	550	550	550	3,300
HMS: Service, Training, Tech. Support ⁽¹⁾	1,266	1,267	1,267	1,267	1,266	1,267	7,600
Office Supplies	100	100	100	100	100	100	4,200
Two-Way Cellular Telephone Service	225	225	225	225	225	225	9,450
7-10 Passenger Vans Monthly Rental ⁽²⁾	898	898	898	898	898	898	37,716
Vehicle Maintenance	75	75	75	75	75	75	3,150
Vehicle Gasoline Expense	554	550	700	550	450	550	23,478
Van Parking	140	140	140	140	140	140	5,880
Staff Parking	385	385	385	385	385	385	16,170
Auto Insurance	576	576	576	576	576	576	24,192
Publications and Subscriptions ⁽⁵⁾	25	25	25	25	25	25	1,050
Worker' Compensation	190	190	189	189	189	189	7,952
Monthly Office Telephone Service	105	105	105	105	105	105	4,410
Operating Costs Subtotal	7,303	7,300	7,449	6,561	6,460	7,299	166,706
DIRECT PROGRAM COSTS							
Emergency Housing Vouchers	10,000	10,000	10,000	10,000	10,000	10,000	420,000
Bus Tokens (Emergency Transportation) ⁽³⁾	150	150	150	150	150	150	6,300
Client Supplies ⁽⁴⁾	350	350	350	350	350	350	14,700
Direct Program Costs Subtotal	10,500	10,500	10,500	10,500	10,500	10,500	441,000
Operating Costs and Direct Program Costs Subtotal	17,803	17,800	17,949	17,061	16,960	17,799	607,706
Grand Total Contract Costs							1,151,119

Footnotes:

- (1) One time cost to be incurred in first month of project operation.
- (2) Six 7-10 passenger vans rental @ \$898/month/vehicle
- (3) Bus tokens are for client transportation outside of the project requirement (such as transportation for children to school, and for travel not during staff working hours).
- (4) Client supplies are items given to homeless families (clients) in the process of conducting outreach for the project. These are non-perishable items (such as diapers, hygiene products, infant items, emergency clothing and shoes for children.
- (5) This item is for the cost of training manuals, Thomas guides, resource directories, or other printed material for the HFOP staff.
- (6) Salaries are based on 1-Program Supervisor (FTE), 1-Housing Resource Specialist, (FTE), 1-Housing Resource Staff, 6-Senior Service Coordinator Staff (FTE), and 6-Service Coordinator staff, plus 6 additional Service Coordinator staff in the event that the county-wide implementation requires 6 additional staff to be put in to place for each team in order to manage the additional number of families in the project. Currently, there is 1-Service Coordinator per 10-families. In the event that the number of families in the project increases beyond the 1:10 staff/family ratio, it will become necessary to increase to 1-staff per Supervisor District (2-per SD1) in order to accommodate the additional families in the project. Every effort will be made to minimize the hiring of additional staff, and staff will be hired on an "as needed" basis per Supervisorial District. Additional costs are also included in the operating costs for six additional staff in the following line items: computer equipment, uniforms, office furniture, and cellular telephones.

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: HOMELESS CALWORKS FAMILIES PROJECTS

CONTRACTOR: LAHSA CONTACT PERSON: MITCHELL NETBURN

CONTRACT PERIOD: 12/15/04-6/30/05 TELEPHONE NUMBER: (213) 683-3333

FISCAL YEAR: 2004-05

DIRECT SERVICES	TOTAL COST
-----------------	------------

Emergency Housing Vouchers	\$ 420,000
Client Supplies	\$ 14,700
Bus Tokens (Emergency Transportation)	\$ 6,300
Total Direct Services Costs	\$ 441,000

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

EDP EQUIPMENT SCHEDULE/JUSTIFICATION

Homeless CalWORKs Families Projects

 Department or Agency Los Angeles Homeless Services Authority

 Fiscal Year: 2004-05

 Contact Person Mitchell Netburn

 Phone No. (213) 683-3335

Line Number	Description	Quantity	Unit Cost	Total Cost
	Computer equipment is available to the Homeless CalWORKs Families Projects from equipment purchased for the Emergency Assistance to Prevent Eviction and Moving Assistance Programs. A total of 13 computers, 9 monitors, 7 printers, 1 fax machine, and peripheral computer equipment will be used for the Homeless CalWORKs Families Projects. If necessary, additional computer equipment will be purchased to supplement this equipment.			
	Peripheral equipment -replacement of mouses and keyboards for used computers	13	\$150	\$1,950
	Computers	4	\$650	\$2,600
	Monitors	8	\$225	\$1,800
GRAND TOTAL				\$6,350.00

 Name: Jeanette Rowe

 Title: Contract Manager

Date: _____

Justification Submitted

☒ Yes No

DPSS Review / Approval (circle one) :

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

ATTACHMENT C

CONTRACTOR INVOICE FORMAT

HOMELESS CALWORKS FAMILIES PROJECTS

Advance/Monthly Reconciliation Invoice

Date: _____

Invoice Month: _____

Contractor Information:

Contract No. _____
 Vendor No. _____
 Vendor Taxpayer I. D. _____
 Contract Period _____

Los Angeles Homeless Services Authority
 215 West 6th Street - 8th Floor
 Los Angeles, California 90013
 Contact Name: _____

Telephone No: _____

Summary

Advance on Hand (Beg): \$ _____
 Cash Received \$ _____
 Monthly Cost Incurred: \$ _____
 Amount on Hand (End): \$ _____

I. Advance Payment Request: \$ _____

II. LAHSA Administrative Costs:

A. Salaries-Emergency Response Team Staff \$ _____

B. Salaries-Administrative Supervision \$ _____

C. Employee Benefits and Taxes \$ _____

Total Administrative Costs \$ _____

III. Operating Costs: \$ _____

IV. Direct Program Costs:

Projects

1. East Valley

2. Glendale

3. Pomona

4. S. G. Valley

5. Skid Row

6. South Central

Total

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Total Direct Program Costs \$ _____
 (1) thru (6)

IV. Payment to LAHSA (I.+II.+III.+IV.): \$ _____

CONTRACTOR Signature _____

Date Signed _____

FOR DPSS USE ONLY

COUNTY Contract Administrator Signature _____

Approval Date _____

Date to Fiscal Operations _____

ATTACHMENT D

MONTHLY MANAGEMENT REPORT

HOMELESS CALWORKS FAMILIES PROJECTS MONTHLY MANAGEMENT REPORT

Report Month/Year

I. SERVICE DELIVERY

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	South Central	TOTAL
Number of Families Transported							
Number of Hours Spent Transporting Families							
Number of Families Issued Emergency Housing Vouchers							
Number of Families Issued Bus Tokens							
Number of Families Issued Supplies							
Number of Families Issued Credit Report Funds							
Number of Miles Driven							

II. MEETINGS AND/OR TRAINING DURING REPORT MONTH

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	South Central
Date(s)						
Meeting/Training Subject						
Number of Subcontractors in Attendance						

III. COMPLAINTS

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	South Central
Number of Complaints Received						
*Number of Complaints Resolved						

HOMELESS CALWORKS FAMILIES PROJECTS MONTHLY MANAGEMENT REPORT

Report Month/Year

IV. MONITORING

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	South Central
Projects Monitored During Report Month (Yes/No)						
Number of Subcontractors Monitored During Report Month						
Name(s) of Subcontractors Monitored During Report Month						

V. COMMENTS

***Explain reason complaints not resolved**

VI. PARTICIPANTS ASSISTED DURING REPORT MONTH

Name	Case Number		Name	Case Number
1)			41)	
2)			42)	
3)			43)	
4)			44)	
5)			45)	
6)			46)	
7)			47)	
8)			48)	
9)			49)	
10)			50)	
11)			51)	
12)			52)	
13)			53)	
14)			54)	
15)			55)	
16)			56)	
17)			57)	
18)			58)	
19)			59)	
20)			60)	
21)			61)	
22)			62)	
23)			63)	
24)			64)	
25)			65)	
26)			66)	
27)			67)	
28)			68)	
29)			69)	
30)			70)	
31)			71)	
32)			72)	
33)			73)	
34)			74)	
35)			75)	
36)			76)	
37)			77)	
38)			78)	
39)			79)	
40)			80)	

This report is due on the 20th of each month along with the Monthly Invoice and Monthly Complaint Log

ATTACHMENT E

BIDDER'S/OFFEROR'S EEO CERTIFICATION

AND

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

BIDDER'S/OFFEROR'S EEO CERTIFICATION

 Bidder's/Offoror's Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

- (circle one)
1. The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment. ☒ Yes No
 2. The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force. ☒ Yes No
 3. The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups. ☒ Yes No
 4. Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. ☒ Yes No

 Mitchell Netburn, Executive Director

Name and Title of Signer


12/2/04

Signature Date

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

 Bidder's/Offeror's Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

- (circle one)
1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. ☒ Yes No
 2. The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination. ☒ Yes No
 3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. ☒ Yes No

 Mitchell Netburn, Executive Director

Name and Title of Signer

 Signature

 Date 12/2/04

ATTACHMENT F
CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS

CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

The Los Angeles Homeless Services Authority (LAHSA), agrees to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS) has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. LAHSA, also agrees to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; Americans with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory.

As a contractor with DPSS, LAHSA agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, LAHSA agrees to comply with the requirements of the Resolution Agreement and LAHSA understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, LAHSA, agree to the aforementioned.



Mitchell Netburn, Executive Director
Los Angeles Homeless Services Authority
215 West 6th Street - 8th Floor
Los Angeles, CA 90013

12/2/04
Date

ATTACHMENT G

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- *I understand that _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.*

_____ (Initial and date)

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by _____ for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between and the County of Los Angeles.*
- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ **(Initial and Date)**

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

California Work Opportunity and Responsibility for Kids (CalWORKs)
Los Angeles County General Relief Program (GR)
California Medi-Cal Program (Medi-Cal)
Food Stamps Program (FS)
Social Services to Adults, Children, and Families
Supervision of Children Placed in Foster Care
Cuban/Haitian Entrant Program (CHEP)
Refugee Resettlement Program (RRP)
Special Circumstances (SC)
Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the County will screen contractor employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Social Security Number: _____

Working Title: _____

Original: Contractor
Copy: Contract Employee

ATTACHMENT H

GROUND FOR REJECTION

GROUNDS FOR REJECTION

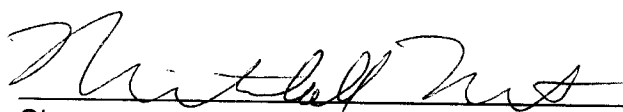
Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Mitchell Netburn, Executive Director
Typed Name and Title of Signer


Signature

12/2/04
Date

ATTACHMENT I

INTERNAL REVENUE NOTICE 1015

Website access:

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers. **A change to note:** Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, *Employee's Withholding Allowance Certificate*. **Note:** You are encouraged to notify each employee whose wages for 2002 are less than \$34,602 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, *Wage and Tax Statement*, which has the required information about the EIC on the back of Copy B;
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2;
- Notice 797, *Possible Federal Tax Refund Due to the Earned Income Credit (EIC)*;
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, *Earned Income Credit (EIC)*.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$761, he or she must file a 2003 tax return to get the \$797 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, *Earned Income Credit Advance Payment Certificate*. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), *Employer's Tax Guide*.

Notice 1015
(Rev. 12-2003)

Don't forget to



ATTACHMENT J
SAFELY SURRENDERED BABY FACT SHEET

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

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Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
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(Department of Social Services)
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Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.